

ECF CASE  
JUDGE MARRERO

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

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**J & J SPORTS PRODUCTIONS, INC.,**  
as Broadcast Licensee of the **November 4, 2006**  
**BALDOMIR/MAYWEATHER** Program,  
Plaintiff,

**PLAINTIFF'S AFFIDAVIT**  
Civil Action No. 07-CV-3784-VM-MHD  
HON. VICTOR MARRERO

-against-

CAMILO ESTEVEZ-ESPINAL , *et. al.*,  
Defendants.

-----  
STATE OF CALIFORNIA     }  
                                      }ss.:  
COUNTY OF SANTA CLARA}

JOSEPH GAGLIARDI, being duly sworn, deposes and states the following:

1. I am President of Plaintiff, J&J Sports Productions, Inc., and, as such, am fully familiar with the facts, circumstances and proceedings heretofore had herein.
2. I make this Affidavit in support of Plaintiff's request to recover statutory damages, including costs, attorney fees and interest in the within request for judgment by default.
3. Plaintiff, J&J Sports Productions, Inc., owns the rights for the commercial distribution of the Baldomir/Mayweather fight which was held on November 4, 2006. The licensing agreement is attached hereto as Exhibit "A". My company thereafter marketed the sub-licensing of the broadcast to commercial establishments in the State of New York for a fee.
4. Prior to the Baldomir/Mayweather, broadcast, J&J Sports Productions, Inc., hired Signal Auditing, Inc. to contract with independent auditors who were assigned to identify establishments that unlawfully exhibited our program.

5. To insure that only illegal locations were visited by the auditors, a list of authorized and legal locations who paid the required fee to broadcast the Baldomir/Mayweather fight which was held on November 4, 2006, was distributed to Signal Auditing, Inc., who provided same to all of their contracting auditors prior to visiting any unauthorized locations on November 4, 2006. This list is attached hereto as Exhibit "B".

6. Defendants CAMILO ESTEVEZ-ESPINAL a/k/a CAMILO E. ESPINAL a/k/a CAMILO ESTEVEZ, Individually, and as officer, director, shareholder and/or principal of 4986 BROADWAY EL NUEVO AMBIENTE CORP. d/b/a EL NUEVO AMBIENTE RESTAURANT, did not purchase the rights to exhibit the event from my company.

7. According to our files, Lee Packtor, one of the independent auditors, visited Defendant's establishment, El Nuevo Ambiente located at 4986 Broadway, New York, NY on November 4, 2006, at approx. 10:47 pm. He entered and observed two (2) television sets exhibiting a portion of the event to about 25 patrons in an establishment with an estimated capacity of 50. The auditor's affidavit attesting to these facts is attached as Exhibit "C".

8. Defendant's showing was not authorized by J&J Sports Productions, Inc., therefore, the said showing was in violation of the Piracy Statutes of the Federal Communications Act.

9. It is essential that I communicate to the Court that to the best of my knowledge this programming is not and cannot be "mistakenly or innocently intercepted." Some methods that a signal pirate can unlawfully intercept and broadcast such program illegally are as follows without limitation:

A. The use of a "black box" which is purchased for a fee and when installed on a cable TV line will allow for the descrambled reception of a pay-per-view broadcast, or

B. The purposeful misrepresentation of a commercial establishment as a residential property would allow the purchase of a pay-per-view broadcast for the event at the residential price of \$54.95, or

C. The use of a illegal cable drop or splice from an apartment or home adjacent to the commercial establishment premises who would purchase the broadcast at a residential price and divert the program to the commercial establishment and/or

D. The same initial actions being employed with respect to a "DSS Satellite Systems" or a "C-Band Satellite System."

These forms of satellite theft also involve the misrepresentation of a residential location, purchase of illegal unincryption devices, and/or the purchase of illegal satellite authorization codes which are readily available on the Internet and in various publications which are presently unregulated in the Nation of Canada.

10. To explain the history of Plaintiff's claim, your deponent submits that shortly after the advent of Pay-Per-View broadcasts, of which our company stands at the forefront, we began to experience a serious erosion of the sales to commercial establishments throughout the United States of America. Thereafter, we endeavored to find out what was the basis for the erosion. Much to our disappointment, we discovered that the root cause of the erosion of our customer base was the piracy of our broadcasts by unauthorized and unlicensed establishments.

11. Plaintiff has invested millions of dollars in the promotion of boxing broadcasts, and, with the increased frequency of signal piracy, our legal sales have eroded significantly.

12. In response, we embarked upon a program which was designed to identify and prosecute the commercial establishments which stole our broadcasts.

13. Turning these facts to the matter before the Court, I have been advised by counsel

that the Court has the discretion in the awarding of damages for these nefarious and illegal activities.

14. It is respectfully submitted to this honorable Court that the unchecked activity of signal piracy not only has resulted in my business being severely damaged, but also has a negative effect upon lawful residential and commercial customers of cable and satellite broadcasting whose costs are necessarily increased significantly by these illegal activities.

15. I believe that such acts of piracy have cost my company millions of dollars in the last few years, while at the same time causing a reduction in our lawful business resulting from the perceived lack of consequence for such unlawful interception.

16. I, therefore, humbly ask this Court to grant the maximum allowance for statutory damages due to the fact that such actions are *per se* intentional and do not and cannot occur without the willful and intentional modification of electronic equipment, the business misrepresentation of a commercial establishment as residential, or, the removal of cable traps and/or devices designed to prevent such unauthorized exhibits.

**WHEREFORE**, your deponent respectfully requests that this Court in its discretion grant judgment by default under 605(a) on COUNT I of the Plaintiff's complaint against the Defendants jointly and severally as follows:

**Against CAMILO ESTEVEZ-ESPINAL Individually,**

- 1) under 605(e)(3)(C)(i)(II) a sum *in the discretion of the Court*, of up to TEN THOUSAND DOLLARS (\$10,000.00)
- 2) and under 605(e)(3)(C)(ii) a sum *in the discretion of the Court*, of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)
- 3) and under 605(e)(3)(B)(I) *in the discretion of the Court*, full costs, reasonable attorney fees as set forth in the attorney affidavit

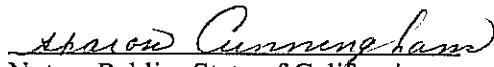
**Against, 4986 BROADWAY EL NUEVO AMBIENTE CORP. d/b/a EL NUEVO AMBIENTE RESTAURANT**

- 1) under 605(e)(3)(C)(i)(II) a sum *in the discretion of the Court*, of up to TEN THOUSAND DOLLARS (\$10,000.00)
- 2) and under 605(e)(3)(C)(ii) a sum *in the discretion of the Court*, of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)
- 3) and under 605(e)(3)(B)(I) *in the discretion of the Court*, full costs, reasonable attorney fees as set forth in the attorney affidavit

Dated: July 6, 2007

  
JOSEPH GAGLIARDI  
President, J&J Sports Productions, Inc.

Sworn to before me on this 6 day  
of July, 2007.

  
Notary Public- State of California

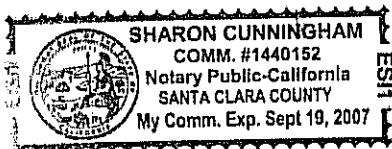


Exhibit A



www.jjboxingseries.com

**SPORTS PRODUCTIONS INC.**

**Closed Circuit - Pay-Per-View**

**SAT., NOV 4, 2006**

**PRETTY RISKY**

**HBO PPV**

**MANDALAY BAY HOTEL & CASINO LAS VEGAS, NV  
(12 Rd WBC Welterweight Championship Bout)  
FLOYD MAYWEATHER JR VS CARLOS BALDOMIR**

**A NON-REFUNDABLE MINIMUM GUARANTEE OF \$1200.00 Per Club**

<u>SEATING</u>	<u>RATE</u>
1 - 50	1200.00
51 - 100	1800.00
101 - 200	2600.00
201 - 300	3200.00
301 - 400	3800.00
401 - 500	4600.00

A \$200 DirecTV Tech is included on with this price.

This Rate Card is to be use by all distributors in the U S territory for Commercial Establishments.

Any establishments with higher capacity or changes in capacity to be approve by J&J Sports Productions Inc, Inc  
Sales Manager Art Gallegos or President Joe Gagliardi.

**"Casinos MINIMUM GUARANTEE FLAT RATES \$3200.00 to \$6200.00"**

**WE ACCEPT:**

**VISA, MASTERCARD, DISCOVER AND AMERICAN EXPRESS**

**TOLL FREE NUMBER: 1-888-258-7116**

Art Gallegos  
National Sales Manager

[Execution Copy]

### Closed Circuit License Agreement

This Closed Circuit License Agreement ("Agreement") is entered into this \_\_\_\_ day of September, 2006 by and between J&J Sports Productions, Inc ("J&J Sports") and Goossen Tutor Promotions, LLC ("Goossen Tutor").

1. Event; Term.

(a) The event, which is the subject of this Agreement, is a twelve (12) round World Welterweight Championship Bout between Floyd Mayweather, Jr. and Carlos Baldomin, plus a customary number of undercard bouts to be held on November 4, 2006, at the Mandalay Bay Resort & Casino in Las Vegas, NV, and to be telecast domestically on HBO Pay-Per-View and internationally ("Event").

(b) The Term of the Agreement is for the Event.

2. Licensed Rights.

Goossen Tutor grants to J&J Sports the live closed circuit television right to telecast the Event to commercial venues (or facilities within such venues) within the Territory (as defined below), subject to the following terms:

(a) Territory: The rights granted are for the United States and its territories (including Puerto Rico).

(b) Form of Media: The rights granted are limited to the following media and services, corresponding to the Territory set forth in Section 2(a) above: theatres, arenas, casinos, auditoriums, bars, restaurants or other similar locations of public assembly (with a fire code capacity of 500 or less, excluding casinos where no fire-capacity limit is required); where an admission fee or other consideration is charged and received for entry to view the telecast of the Event. The Event shall be blacked out by means of closed circuit exploitation in Clark County, Nevada (i.e., the area encompassing the list of zip codes attached hereto as Annex A) until such time as 90% of the tickets initially available for sale to the public have been sold.

(c) Resale, etc: Except as set forth in Section 2(b) above, no extraordinary (noncustomary) resale, redistribution, sub-licensing or assignment of the rights granted hereunder may be made by J&J Sports without the prior written consent of Goossen Tutor. J&J Sports shall, consistent with its established policies, take commercially reasonable efforts to protect the copyright of Goossen Tutor in accordance the laws of the U.S. and the Universal Copyright Convention. J&J Sports shall notify Goossen Tutor of any third party engaged in the resale, redistribution, sub-licensing or assignment of the rights granted to J&J Sports in the Territory immediately upon obtaining knowledge of any such unauthorized activities.



### 3. Fees and Timing of Payments.

For the rights granted under this Agreement, J&J Sports shall pay Goossen Tutor the following fee:

(a) Fee: J&J Sports shall remit to Goossen Tutor a guaranteed minimum fee ("Guaranty Fee") c . . . . . The Guaranty Fee shall be a guaranty against a . . . . . split of revenues from the commercialization of the rights under this Agreement. The balance of the amount due to Goossen Tutor above the Guaranty Fee, if any, shall be remitted within . . . . . days following the Event. In addition, based on sale of the rights as provided herein and . . . . . allocation of revenues as referenced above, in the event J&J Sports does not recoup the Guaranty Fee then an amount equal to the lesser of the actual deficiency or . . . . . shall be applied to J&J Sports for the next Mayweather pay-per-view event promoted by Goossen Tutor.

(b) Timing of Payments: J&J Sports shall transfer to Goossen Tutor via wire no later than . . . . . representing the Guaranty Fee. A copy of the Goossen Tutor wire transfer instructions is attached as Annex B.

(c) Reporting. J&J Sports shall prepare documentation reasonably necessary to meet the requirements of the closed-circuit distribution including, but not limited to: (i) preparation of licenses and technical documentation for each commercial establishment, (ii) distribution of marketing and promotional materials, and (iii) collection of all funds and preparation of sales and revenue reports in a timely fashion. J&J Sports shall submit to Goossen Tutor a report thirty (30) days prior to the Event that details each establishment by name, location, fire code occupancy and the corresponding license fee. Such report shall be updated upon request by Goossen Tutor with an updated report due no later than October 31, 2006, and a post-Event report due no later than November 7, 2006. In addition, any additional license fees will be payable to Goossen Tutor with issuance of the above collection reports. Thirty (30) days following exhibition of the Event, J&J Sports will issue a final report ("Final Report") to Goossen Tutor with a complete accounting of license fees due together with payment of any outstanding license fees. The Final Report is subject to an audit of such reporting by Goossen Tutor, at its expense, within a one (1) year period following the Event.

### 4. Promotion

J&J Sports agrees to promote the Event in a manner depicting the image of all fighters and Goossen Tutor representatives in a positive fashion. J&J Sports shall exercise commercially reasonable efforts to advertise, promote and market the Event. Any promotional material (including, but not limited to, specially cleared video clips of each fighter provided by Goossen Tutor) will only be used in conjunction with the commercialization of the rights granted hereunder.

5. Production.

J&J Sports shall have sole responsibility and incur applicable costs associated with the delivery of the feed with natural sound to its sites within the Territory including, but not limited to, down-link, satellite and/or circuits, if necessary, commentary position, phone charges, decoders, couriers, dubbing, tape stock, and other technical costs. J&J Sports shall ensure that all signals provided or distributed by or originating from any of its affiliates, or any person or other entity to whom they may supply such signal hereunder, by way of uplink or otherwise, will be encrypted by a method reasonably satisfactory to Goossen Tutor and customary in the industry. Goossen Tutor shall supply to J&J Sports Event posters and available clip rights to facilitate J&J Sports' commercialization of the rights under this Agreement.

6. Protection of Copyright.

J&J Sports shall have responsibility for protection of the copyright on any and all transmissions of the Event and shall indemnify Goossen Tutor in respect of, and hold Goossen Tutor harmless from, any liability, claim or expenses that may be asserted or arise in respect of the improper use thereof anywhere in the Territory or otherwise directly or indirectly by J&J Sports. Goossen Tutor shall have sole copyright-holder rights on any and all transmissions of the Event.

7. Insurance.

J&J Sports is responsible for maintaining applicable insurance relating to the rights granted under this Agreement and shall provide Goossen Tutor with a certificate of insurance on or before October 1, 2006.

8. Termination.

If the Event is prevented from taking place on the scheduled date by reason of any act of God, fire, flood, riot, war, injury of fighters, public disaster or determination of the Boxing Commission or any other regulatory authority with jurisdiction over the Event or any other cause or event beyond the reasonable control of Goossen Tutor, then Goossen Tutor shall have the right in its discretion to either postpone or cancel the Event. In the event of a termination, the Guaranty Fee shall be returned within three (3) days following notification that the Event is cancelled.

9. Jurisdiction.

This Agreement will be governed by California law and all disputes under this Agreement will be submitted to, and all parties agree to, the jurisdiction of the courts of the United States.

10. Miscellaneous.

(a) Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding the subject matter hereof, and supersedes all prior agreements, negotiations and understandings (whether written or oral, express or implied) between the parties. This Agreement may only be modified by a writing signed by both parties.

(b) Confidentiality. The terms and conditions of this Agreement shall remain confidential between the parties, and shall not be disclosed to the media or general public, or to any other third party, without the prior consent of the other party, which consent shall not be unreasonably withheld.

(c) Notices. Any notice required or desired to be given hereunder shall be in writing and sent via facsimile or overnight courier to the address below:

(i) Goossen Tutor Promotions, LLC:

Dan Goossen  
President  
Goossen Tutor Promotions, LLC  
15300 Ventura Blvd., Ste. 400  
Sherman Oaks, CA 91403  
Tel: (818) 817-8001  
Fax: (818) 817-8005

(ii) J&J Sports Productions, Inc.:

Joe Gagliardi  
2380 S. Bascom Ave., No. 200  
Campbell, CA 95008  
Tel: (408) 369-8040  
Fax: (408) 377-5348

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

J&J SPORTS PRODUCTIONS, INC.

GOOSSEN TUTOR PROMOTIONS, LLC

By: Joe Gagliardi

By: Dan Goossen

Annex A -- Black Out Closed Circuit Zip Code Listing

Annex B -- Goossen Tutor Promotions, LLC Wire Instructions

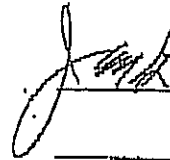
Addendum to contract: Goossen Tutor: November 4, 2006 Event

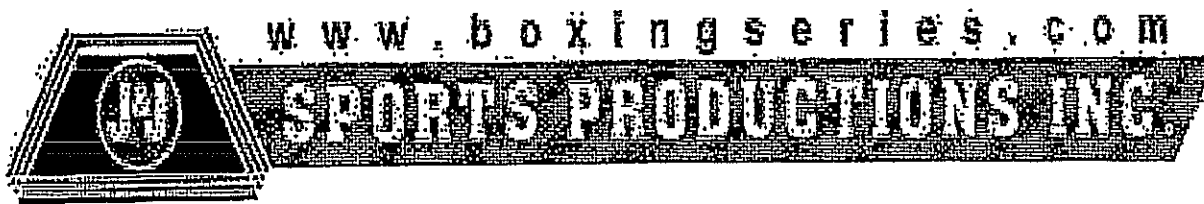
Anti-Piracy.

Licensee shall have the exclusive right to commence or settle any claim or litigation arising out of the alleged piracy, use or proposed use of the closed circuit television telecast in the Territory. Any damages, whether statutory, compensatory, punitive or otherwise, which Licensee may recover from the theft, piracy, copying, duplication, unauthorized exhibition or transmission of the Event in the Territory, after payment of reasonable legal fees, costs and disbursements, shall constitute gross revenues from the Event, to be shared by Promoter and Licensee evenly. Licensee shall advance any required legal fees and disbursements, subject to recoupment from any applicable recovery, and shall report all expenses, settlements and recoveries to Promoter on a quarterly basis. Your sub-licensees shall have no right to commence or settle any claim or litigation arising out of the alleged piracy of the telecast hereunder, and you shall not assign these anti-piracy rights to any other party, without the prior written consent of Promoter. Notwithstanding the foregoing, in the event that you elect not to pursue any claim or litigation arising out of the alleged piracy, use or proposed use of the closed circuit television telecast in the Territory, you shall, upon Promoter's request, assign the exclusive right to pursue such claim or litigation to Promoter. In the event of such an assignment, Promoter shall be solely responsible for payment of all legal fees and disbursements and shall be entitled to retain as its exclusive property any and all recoveries therefrom.

Initial

Initial





Closed Circuit Rate Card

**Presents Closed Circuit**

**MANNY PACQUIAO vs. ERIK MORALES III**  
**"THE GRAND FINALE!" – "LA GRAN FINAL!"**

November 18, 2006 ♦ LIVE ON HBO PAY-PER-VIEW ♦ Thomas & Mack Center

<u>SEATING</u>	<u>RATE</u>
1 – 50	1200.00
51 – 100	1800.00
101 – 200	2200.00
201 – 300	3200.00
301 – 400	4200.00
401 – 500	5200.00

Casinos with a minimum guarantee of \$6200.00 Get A Flat Deal.

- Ad \$200 Directv Activation
- Fight will air on DIRECTV channels 579.
- Commercial Public Viewing and Business Viewing pricing for this event is based on Fire Code Occupancy.

**Closed Circuit Information**

**All commercial locations that have been licensed to carry this event must have a valid license agreement from the OFFICIAL CLOSED-CIRCUIT PROVIDER, J&J Sports Productions Inc.. There is NO OTHER LEGAL LICENSOR. Any location that has not been licensed by this provider will be considered a PIRATE and TREATED ACCORDINGLY.**

For further information regarding multiple locations packages contact

Art Gallegos  
National Sales Manager  
1-888-258-7116

Exhibit B

Location	Address	City	ST	Zip
BP Exploration Alaska	1000 Milne Point Rd.	Prudhoe Bay	AK	99734
Granny's Closet	218 S. Milton Rd.	Flagstaff	AZ	86001
R T O' Sullivan's II	1010 W Southern	Mesa	AZ	85210
Bandaid's Show Club	2548 N. 7th St.	Phoenix	AZ	85006
El Jaivas	2720 West Camelback Rd	Phoenix	AZ	85017
H-Liter	4728 N 12th St. Suite B	Phoenix	AZ	85014
Partera Club	4139 West Indian School Rd	Phoenix	AZ	85019
Curves	2130 N. Oracle Rd.	Tucson	AZ	85709
Raiders Reef	6475 E. Golf Links Rd	Tucson	AZ	85730
Commerce Casino	6131 E. Telegraph Rd.	Commerce	CA	90040
Angels Sports Bar	1650 E. 6th St.	Corona	CA	92879
Sycuan Casino	5459 Casino Way	El Cajon	CA	92019
Sycuan Resort (Golf Course)	3007 DeHesa Rd.	El Cajon	CA	92019
Starz Cabaret	2528 Rosencrans	Gardena	CA	90249
San Manuel Indian Casino	777 San Manuel Blvd.	Highland	CA	92346
The Bear Hunter - Phil Dan	78-483 HWY 111	La Quinta	CA	92253
Danny K's	1096 North Main St	Orange	CA	92867
Mariscos Milindo Sinaloa #2	7610 Rosecrans Ave	Paramount	CA	90723
Jillian's Of San Francisco	101 4th Street Ste. 170	San Francisco	CA	94103
Abbey Tavern	4100 Geary St.	San Francisco	CA	94118
Soboba Casino	23333 Soboba Rd / PO Box 817	San Jacinto	CA	92581
Ricky's Sports Bar	15028 Hesperian Blvd	San Leandro	CA	94578
Yankee Doodles	1410 3rd St	Santa Monica	CA	90401
National Sports Grill	3210 W. Sepulveda Blvd.	Torrance	CA	90505
Jillian's of Universal City	1000 Universal Center Dr.	Universal City	CA	91608
Harris's Rincon Casino - Samantha	33750 Valley Center Rd.	Valley Center	CA	92082
Table Steaks East	3253 S. Parker Rd.	Aurora	CO	80014
Ameristar Black Hawk	111 Richman Street	Black Hawk	CO	80422
Ameristar Mountain High Casino	111 Richman St. / P O Box 45	Blackhawk	CO	80422
Johnny Nolan's Casino	301 East Bennett Ave / PO Box 1707	Cripple Creek	CO	80813
Foxwoods Resort Casino	Route #2 - PO Box 3777	Mashantucket	CT	06339
Mohagan Sun Casino	Robin	Uncasville	CT	06382
Winghouse XII	275 West State Rd. 436	Altamonte Sprin	FL	32714
Gatsbys @ Boca Raton	5970 S.W. 18th. St	Boca Raton	FL	33433
Neighborhood Sports Grill	6450 N Federal Hwy	Boca Raton	FL	33487
Rachels North	401 E. Semoran Blvd.	Casselberry	FL	32707
Gatsbys @ Davie	1805 S. University Dr.	Davie	FL	33314
Winghouse XI	2721 W. International Speedway Blvd.	Daytona Beach	FL	32114
All Star Sports Bar & Grill	2201 W. Sample Rd; Suite 7A	Deerfield Beach	FL	33073



Location	Address	City	ST	Zip
Brus Room @ Del Ray Beach	35 N.E. 2nd. Ave.	Del Ray Beach	FL	33444
Johnny OQuigleys	34940 Emerald Coast Pkwy	Destin	FL	32541
Rondaos	15320 MacGregor Blvd	Ft. Myers	FL	33908
Gators Dockside @ Gainesville	3842 Newberry Rd	Gainesville	FL	32607
Cheetah III	100 Ansin Blvd.	Hallandale Beach	FL	33009
Park Sports Club	5763 Seminole Way	Hollywood	FL	33314
Renegade BBQ Company	5720 Seminole Way	Hollywood	FL	33314
Winghouse XIV	9750 Deer Lake Ct	Jacksonville	FL	32216
Winghouse VIII	3405 West Vine St.	Kissimmee	FL	34741
Brian Borus Irish Pub	7201 Suite A, Lake Worth Rd	Lake Worth	FL	33467
Winghouse XX	4515 South Florida Ave.	Lakeland	FL	33813
Winghouse I	7369 Ulmerton Rd.	Largo	FL	33771
Brus Room @ Margate	5466 W. Sample Rd.	Margate	FL	33073
Galsbys @ Kendall	8575 SW 124th Ave.	Miami	FL	33183
Miccosukee Indian Gaming Casino	500 SW 177th Ave	Miami	FL	33194
Pink Pony	7971 NW 33rd St	Miami	FL	33122
Diamond Cabaret	337 NW 170th St	Miami Beach	FL	33169
Tootsies Cabaret	150 NW 183rd St	Miami Gardens	FL	33169
Winghouse IV	6515 US Hwy. 19	Newport Richey	FL	34652
All Star Sports Bar & Grill II	5280 N Slate Rd	North Lauderdale	FL	33319
Winghouse VI	2145 E. Silver Springs Blvd.	Ocala	FL	34470
Fridays Front Row Sports Grill	8126 International Dr.	Orlando	FL	32819
Winghouse VII	3801 Parkway Center Court	Orlando	FL	32808
Winghouse XVI	3789 S. Kirkman Road	Orlando	FL	32811
Winghouse X	34900 US Hwy. 19 N.	Palm Harbour	FL	34684
Hooters @ Pensacola Beach	400 Quiet Water Blvd.	Pensacola Beach	FL	32561
Winghouse II	7790 US Hwy 19 N.	Pinellas Park	FL	33781
Cheetah	497 NW 31st Ave.	Pompano Beach	FL	33069
Diamond Dolls	1401 N Powerline Rd	Pompano Beach	FL	33069
Palm Beach Princess	1 E 11th St - Suite 500	Riviera Beach	FL	33404
Courtside Grille	110 Fountain Pky	Saint Petersburg	FL	33716
Winghouse XIII	2935 Orlando Dr.	Sanford	FL	32773
Winghouse V	6445 4th St. North	St. Petersburg	FL	33702
Hot Shots @ Sunrise	3868 N. University Dr.	Sunrise	FL	33351
Hooters @ Tallahassee	2000 North Monroe St.	Tallahassee	FL	32303
Champps @ Tampa	2223 N Westshore Blvd. Ste B-221	Tampa	FL	33607
La Pelota	1701 W Waters Ave	Tampa	FL	33604
Press Box @ Tampa	222 S. Dale Mabry Highway	Tampa	FL	33609
Winghouse III	8001 W. Hillsborough Ave.	Tampa	FL	33615



Location	Address	City	ST	Zip
Winghouse XV	5003 U.S. Hwy. 301 North	Tampa	FL	33610
Cheetah II	3342 Shawnee Ave.	W. Palm Beach	FL	33409
Gatsby's @ Palm Beach	901 Village Blvd, Suite 703	West Palm Beach	FL	33409
Winghouse IX	227 S Semoran Blvd.	Winter Park	FL	32792
Frankie's	5600 Roswell Road	Atlanta	GA	30342
American Pie	5840 Roswell Rd	Atlanta	GA	30328
Sports Page / Choctaw Grill	5736 Veteran's parkway	Columbus	GA	31904
J R Crickets	6608 Tara Blvd	Jonesboro	GA	70236
Barnacle's	5955 Jimmy Carter Blvd.	Norcross	GA	30071
Fifty Yard Line	7490 Old National Hwy	Riverdale	GA	30296
El Noa Noa	4298 Chamblee Tucker Rd.	Tucker	GA	30084
Kahului Ale House	355 E. Karnehanaha	Kahului	HI	96732
Ameristar Casino Council Bluffs Inc.	2000 River Rd.	Council Bluffs	IA	51501
Ameristar Casino-Chris Consenza	2220 River Rd.	Council Bluffs	IA	51503
Bruders Bar	3600 N Pulaski	Chicago	IL	60641
Players Bar & Grill	551 N Ogden	Chicago	IL	60622
Timothy O'Toole's	622 N. Fairbanks	Chicago	IL	60611
Wow Cafe	717 W Maxwell Street	Chicago	IL	60607
La Plazuela	23-32 S Laramie	Cicero	IL	60804
McDoggles Sports Grill	5225 N Illinois	Fairview Heights	IL	62208
Bocces	3909 W Lincoln Hwy	Matteson	IL	60443
Chasers	9003 North Milwaukee Ave.	Niles	IL	60714
Kristof's Entertainment Center	421 W. Rollins Rd.	Roundlake	IL	60073
Kilroys Sports Bar	319 N. Walnut	Bloomington	IN	47408
Jillian's of Indianapolis	141 South Meridian St.	Indianapolis	IN	46225
Bentley's Sports Bar & Grill	2529 W. Broadway	Louisville	KY	40211
Champions Sports Bar	280 W. Jefferson St.	Louisville	KY	40202
Horseshoe Ent. by: New Gaming Capital Par	711 Horseshoe Blvd	Bossier City	LA	71111
Sports Depot	353 Cambridge Street	Alston	MA	02134
Goodtime Billiards	30 Sturtevant St.	Somerville	MA	02145
Jillian's of Worcester	315 Grove St.	Worcester	MA	1605
Bennigans	6975 Security Blvd	Baltimore	MD	21244
Huckas	2324 Boston St.	Baltimore	MD	21224
Scores @ Baltimore	615 Falls Way	Baltimore	MD	21202
Windsor Inn	7207 Windsor Mill Road	Baltimore	MD	21244
Juste Lounge	6821 Reed St.	Bethesda	MD	20814
Fantasies Nightclub	5520 Pennington Ave.	Curtis Bay	MD	21226
Js Sports Cafe	12617 Laurel Bowie Road	Laurel	MD	20708
Buffalo Wild Wings @ Grand Rapids 28th	2035 28th St. SE	Grand Rapids	MI	49508

Location	Address	City	ST	Zip
Hazel Park Raceway	1650 E. Tennile Rd.	Hazel Park	MI	48030
Ameristar Casino @ Kansas City	3200 N Ameristar Dr.	Kansas City	MO	64161
Harrah's St. Louis - Riverport-Casino	777 Casino Center Dr.	Maryland Heights	MO	63043
Harrah's North Kansas City/Diamond Lounge	One Riverboat Drive	North Kansas City	MO	64116
Ameristar Casino @ St. Charles	1260 South Main Street	St. Charles	MO	63301
Ameristar Casino - Chris Conzenza	4146 S Washington St.	Vicksburg	MS	39180
Ameristar Casino Vicksburg Inc.	4116 Washington St.	Vicksburg	MS	39180
The Men's Club of Charlotte	444 Tyvola Rd	Charlotte	NC	77056
Connolly's on 5th	115 E. 5th St.	Charlotte	NC	28202
Jillian's of Charlotte	200 E. Bland St.	Charlotte	NC	28203
Fort Bragg Sports USA	Bldg. 3 2102 Long St	Fort Bragg	NC	28307
Renaissance Jazz Cafe	117 N Green St	Greensboro	NC	27401
The Playhouse	1520 W Hwy 70	Hickory	NC	28602
40 40 Club @ Atlantic City	2120 Atlantic Ave.	Atlantic City	NJ	08401
Trump Taj Mahal Hotel & Casino	1000 Boardwalk at Virginia Ave.	Atlantic City	NJ	08401
Torpedos	226 E. Main St	Boundbrook	NJ	08805
Kaminski Sports Bar	1424 Brace Rd.	Cherry Hill	NJ	08034
Pub 46	1081 Rt. 46 East	Clifton	NJ	07013
Adelphia Balls Restaurant & Bar	1750 Clements-Bridge Road	Deptford	NJ	08096
Fox & Hounds @ Edison	250 Menlo Park Dr.	Edison	NJ	08837
Lookers	789 Dowd Avenue	Elizabeth	NJ	07201
Envy Lounge	279 Passiac St.	Garfield	NJ	07026
Cheerleaders @ Gloucester City	54 Crescent Blvd.	Gloucester City	NJ	08030
Hooters @ Hackensack	41 Route 4 East	Hackensack	NJ	07601
Ringside Lounge	475 Tonnelle Avenue	Jersey City	NJ	07307
Satin Dolls	230 Rt. 17 South	Lodi	NJ	07644
McGuire Enlisted Club	Building #2508 E. 3rd Street	McGuire Air Force Base	NJ	08541
Lounge 13	415 Central Ave.	Newark	NJ	07107
Hooters @ Paramus	393 Rte. 17 South	Paramus	NJ	07652
Breathless	876 Hart Street	Rahway	NJ	07065
A.J.s Lounge	201 Secaucus Rd.	Secaucus	NJ	07094
Herberts	1600 Plaza Dr.	Secaucus	NJ	07094
McIntyre's Pub @ Toms River	213 Route 37 - K-Mart Plaza	Toms River	NJ	08753
Hooters @ Union	2319 Route 22	Union	NJ	07083
Shooters 22	1235 W. Chestnut Street	Union	NJ	07083
Hooters @ Wayne	25 Rte. 23	Wayne	NJ	07470
Hollywood Cafe	940 Mantau Pike	Woodbury Height	NJ	08097
Fantasy World	6001 Brentwood Ave. North East	Albuquerque	NM	87121
T.D. Eubanks	6001 Brentwood Ave. North East	Albuquerque	NM	87109

Location	Address	City	ST	Zip
T.D. Eubanks North	6001 Brenwood Ave. North East	Albuquerque	NM	87112
Sun Ray Park Casino	39 Rd 5568	Farmington	NM	87401
Bully's Sports Bar #4	3530 N Carson St	Carson City	NV	89431
Green Valley Ranch	2300 Paseo Verde	Henderson	NV	89052
Ameristar/Cactus Pete's- Chris Consenza	1385 Hwy 93 P.O. Box 508	Jackpot	NV	89825
Cactus Pates Inc.	P.O. box 508	Jackpot	NV	89825
Boulder Station	4111 Boulder Hwy.	Las Vegas	NV	89121
Red Rock Station Casino	10973 W. Charleston	Las Vegas	NV	89135
Suncast Hotel & Casino	9090 W. Alta Dr	Las Vegas	NV	89144
Bully's Sports Bar #1	2005 Sierra Highlands	Reno	NV	89523
Bully's Sports Bar #3 Christine	2955 N. Mccarran #110	Sparks	NV	89431
Silver Club Casino	1040 Victorian Ave	Sparks	NV	89432
Jillian's	59 North Pearl St	Albany	NY	12207
McCanns Pub	36-15 Dilmars Blvd	Astoria	NY	11105
Bamboo	985 Morris Ave.	Bronx	NY	10456
Game Day Grill	3168 East Treemont Ave.	Bronx	NY	10461
Lounge, The	4685 Manhattan College Parkway	Bronx	NY	10471
Mi Gente Cafe	1306 Union Port Rd.	Bronx	NY	10462
Sports Plus Cafe	1161 Castle Hill Ave.	Bronx	NY	10462
200 Fifth	200 5th Ave.	Brooklyn	NY	11217
Cobblestones	117-18 Queens Blvd.	Forrest Hills	NY	11375
Abuelo Gozon	7903 Roosevelt Ave.	Jackson Heights	NY	11372
McCanns Pub # 2	5590 Merrick Road	Massapequea	NY	11758
40 40 Club	6 West 25th St	New York	NY	10010
Justins Restaurant	31 West 21st St.	New York	NY	10010
Playwright	202 W. 49th St	New York	NY	10019
Scores @ New York East	917 596-6918	New York	NY	10022
Scores @ West	533 West 27th St	New York	NY	10001
Village Pour House	64 3rd Ave.	New York	NY	10003
Nathaniels	251 Exchange Blvd.	Rochester	NY	14608
Buffalo Wild Wings @ Cincinnati/ Skytop	5240 Beechmont Ave.	Cincinnati	OH	45230
Buffalo Wild Wings @ Forest Park	1081 Smiley Ave.	Forest Park	OH	45240
Brick Street	36 East High St.	Oxford	OH	45056
Fox & Hounds @ Oklahoma City	3031 W Memorial Road	Oklahoma City	OK	73134
Club Risque @ Bristol	3025 New Rogers Road	Bristol	PA	19007
Just Sports Bar & Grill	600 Rte. 413	Bristol	PA	19007

Location	Address	City	ST	Zip
J.D. McGillicuddys	690 Burmont Road	Drexel Hill	PA	19026
Drake Tavern	304 York Road	Jenkintown	PA	19046
Fox & Hounds @ King of Prussia	160 N. Gulph Rd., suite 211	King of Prussia	PA	19406
Tom & Jerry's Sports Bar	1006 MacDade Blvd.	Milmont Park	PA	19033
Cheerleaders	2740 S. Front St.	Philadelphia	PA	19148
Club Risque	1700 S Columbus Blvd	Philadelphia	PA	19148
Deilalhs	100 Spring Garden St.	Philadelphia	PA	19123
Docs Union Pub	1843 South 2nd Street	Philadelphia	PA	19148
Family Tavern	1130 E Luzerne	Philadelphia	PA	19124
Fox & Hounds @ Philadelphia	1501 Spruce Street	Philadelphia	PA	19102
Oasis on Essington	6800 Essington Ave.	Philadelphia	PA	19153
Piccadilly Club	31-23 N 30 Street	Philadelphia	PA	19132
Wizards Lounge	3813 Chestnut St	Philadelphia	PA	19104
Sports Rock Cafe	1400 Smallman Street	Pittsburgh	PA	15222
Picassos Pizza	2323 Warwick Ave.	Warwick	RI	02889
Overtime Sports Bar	1409 Hwy 17 South	Myrtle Beach	SC	29582
Jillian's of Memphis	150 Peabody Place Ste. 119	Memphis	TN	38103
Winghouse XVII	4080 Beilene Rd.	Addison	TX	75001
Winghouse XVIII	944 East Copeland Rd.	Arlington	TX	76011
Expose	3615 S. Congress	Austin	TX	78704
Perfect 10 Austin	16511 Bratton Ln	Austin	TX	78728
Sugars Uptown Cabaret	404 Highland Mall Blvd.	Austin	TX	78752
The Palazzo	501 E. Benwhite Blvd.	Austin	TX	78704
Winghouse XIX	1833 Airport Freeway	Bedford	TX	76021
Stilleto	1480 N Express Way 77	Brownsville	TX	78521
Buffalo Wild Wings	2100 FM 802	Brownsville	TX	78521
Bourban Street Bar & Grill	315 N. Chaparral	Corpus Christi	TX	78401
Buffalo Wild Wings	2001 Spi Dr.	Corpus Christi	TX	78417
Martini Bar	6601 Everhart	Corpus Christi	TX	78413
The Men's Club of Dallas	2340 W. Northwest Hwy.	Dallas	TX	75220
Penthouse Men's Club	8550 N. Stemmons Frwy.	Dallas	TX	75247
Tex Mex Lounge	Route 17 Box 689	Edinburg	TX	78539
Oasis Lanes / Frankie's	1660 N. Zaragoza	El Paso	TX	79936
Fiesta Lanes	5850 Onix	El Paso	TX	79912
Buffalo Wild Wings	1500 W. Harrison	Harlingen	TX	78550
Bilares Mexico	6614 Canal	Houston	TX	77011

Location	Address	City	ST	zip
Division One	13331 Kuykendahl #200	Houston	TX	77090
El Emillanos Roy's	210 Broadway	Houston	TX	77012
Ritz Cabaret	10520 Gulf Freeway	Houston	TX	77034
Scott Gertner Sports Bar	3100 Fountain View	Houston	TX	77057
The Men's Club of Houston	3303 Sage Rd	Houston	TX	77056
Emillanos Casino Club	7710 E. FWY	Houston	TX	77020
Buffalo Wild Wings	6629 Sand Dario Ave	Laredo	TX	78041
Buffalo Wild Wings	7903 Pot Dooker Rd	Live Oak	TX	78233
R A's	3000 B North Mcall	Mc Allen	TX	78501
Buffalo Wild Wings	4021 North 10th Suite C-4	McAllen	TX	78504
Winghouse XXI	3730 Towne Crossing Blvd.	Mesquite	TX	75150
El Emillanos	4933 Spencer Hwy	Pasadena	TX	77505
Emillanos El Deportivo	602 Shadow	Pasadena	TX	77506
Stilletos	1050 N. Sugar Rd	Pharr	TX	78577
All Stars Sports Club	9440 I Hwy 10, WST	San Antonio	TX	78230
Buffalo Wild Wings	115 W Loop 410	San Antonio	TX	78245
Buffalo Wild Wings	5860 DeZavala Rd Suite 100	San Antonio	TX	78249
Perfect 10	111 NM Loop 410	San Antonio	TX	78216
Sugar's	2731 NW Loop 410	San Antonio	TX	78230
Tiffany's Billiards	7011 San Pedro	San Antonio	TX	78216
Buffalo Wild Wings	3158 S. East Military #106	San Antonio	TX	78235
Rookies Sports Bar	305 B. Sawdust	Woodlands	TX	77380
Scoreboard OT Sro.N W Mail	444 North West Mail	Houston	TX	77063
Sro.Champions	6982 FM 1960 West	Houston	TX	77069
Hooters @ Chester	2401 W. Hundred Road	Chester	VA	23831
Champps @ Fair Oaks	11724-U Fair Oaks	Fairfax	VA	22033
Crabbers Lounge	2000 W Mercury Blvd	Hampton	VA	23666
Ice Sports Bar	14501 Warwick Blvd.	Newport News	VA	23608
D Fraisers	930 N Military Hwy	Norfolk	VA	23502
Jillian's of Norfolk	333 Waterside Dr.	Norfolk	VA	23510
Roger Browns Restaurant & Sports Bar	316 High Street	Portsmouth	VA	23704
Buffalo Wild Wings @ Richmond	1501 E. Cary St	Richmond	VA	23219
Champps @ Richmond	9202 Stone Point Pkwy	Richmond	VA	23235
Just Georges	1956 Laskin Road	Virginia Beach	VA	23454
Nooksack River Casino-Scott Taylor	5048 ML Bakert HWY/P.O. Box 248	Deming	WA	98244
Quilceda Creek Nightclub & Casino	6410 33rd Ave.	Marysville	WA	98271

Exhibit "C"



**PIRACY AFFIDAVIT**

**STATE OF : New York**

**COUNTY OF : New York**

I, the undersigned, being duly sworn according to law, depose and say, that on November 4, 2006, I entered the commercial establishment known as El Nuevo Ambiente Restaurant, located at, 4986 Broadway, New York, N.Y. 10032, 212-544-8080, at approximately 10:47 pm. This establishment is described as a 5-story building, with 4 floors above the restaurant.

I paid no charge to enter the establishment. There was no doorman at the location. I ordered nothing from the people behind the counter. There were 2 female Hispanics one was wearing a brown shirt with blue jeans, and the other was wearing a white shirt with black pants behind the counter.

I observed 2 television sets, one is described as normal size, the other one right next to it was smaller in size. They were located on the back wall of the restaurant. Both screens were facing the street.

On the television set I observed the end of the 6th round of the Grisby V. Burgos fight. Grisby was wearing white trunks, and Burgos was wearing white and blue trunks. This was the under card of the HBO pay-per-view boxing match, featuring Floyd Mayweather v. Carlos Baldomer as the main event.

I was unable to see a cable box, nor was I able to see what channel the set was tuned to.

The inside of the establishment and its internal layout can be described as: A restaurant with tables and chairs as you first enter the location. In the rear left of the establishment is a counter where you can order food.

In my opinion, the approximate capacity of this establishment is **50** people. At the time I was in the establishment, I took three head counts. I counted approximately 25 people on the first count, 25 people on the second count, and **25** people on the third count.

I left the establishment at approximately 10:51 pm.

I took two (2) pictures of the outside of the above described establishment on **January 31, 2007 approximately 5:09 pm** which are attached hereto and made a part hereof and are intended to substantiate and verify the location of my observations as described herein.

There was not a parking lot adjacent to the establishment.

Dated: 2-1, 2007  
Signed: [Signature] Pailler  
Print Name:  
Agency:  
Address:  
City/State/Zip:  
Phone/fax:  
PI #

State of New York  
) Sis.:  
County of Ulster

On the 1st day of Feb, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared, Lee W. Paillon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

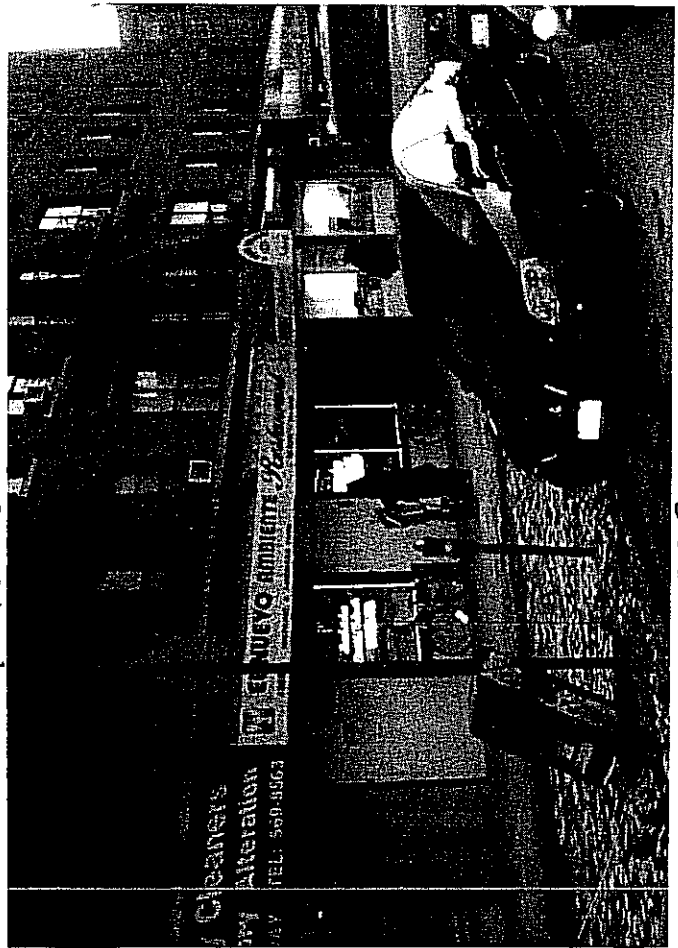
[Signature]  
Notary Public

APRIL DRAGANCHUK  
Notary Public, State Of New York  
No. 4945872  
Qualified In Ulster County  
Commission Expires Jan. 27, 2008

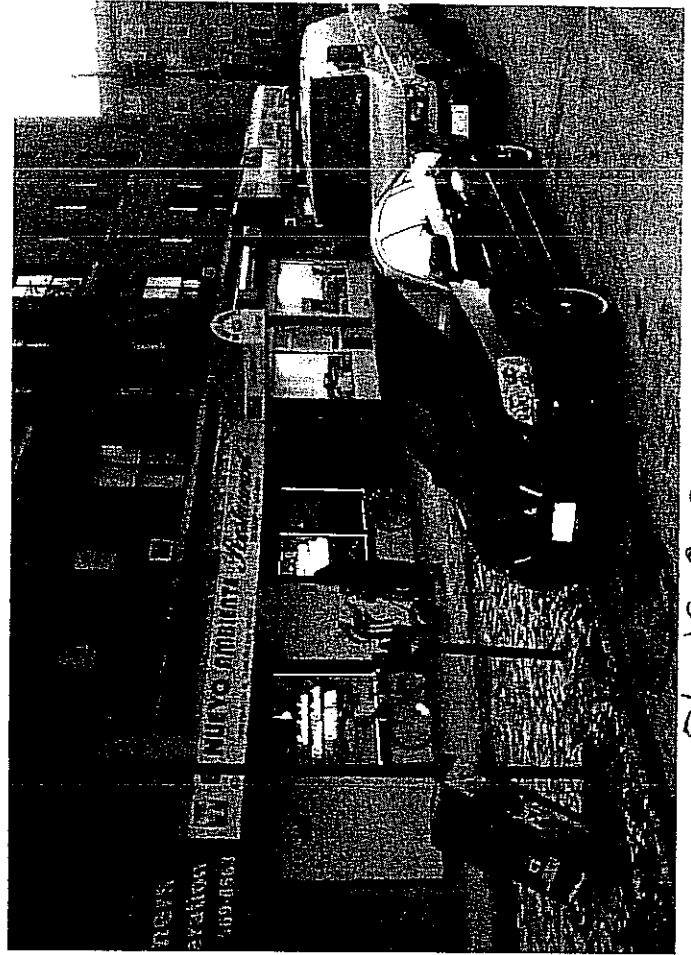




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